

Article 1 Terms and Definitions

"the SDS factory B.V.": the SDS factory B.V. established in Urmond, the Netherlands.

Agreement: every legal agreement to which these General Terms and Conditions apply in accordance with Article 2.

Client: any natural person who, or legal entity that, enters into an agreement with "the SDS factory B.V."

Article 2 Applicability

These General Terms and Conditions apply to all quotes and services under the responsibility of "the SDS factory B.V.", including deliveries, either with respect to the execution of an explicitly or tacitly agreed/accepted Assignment, or with respect to the relations that develop between "the SDS factory B.V." and the Client with regard to the performance of Assignments or otherwise; as well as to all services performed for the Client on an informal basis under the responsibility of "the SDS factory B.V.". The Client accepts that these General Terms and Conditions remain applicable in further relations between the parties and that any General Terms and Conditions used by the Client are not, and will not be, applicable. All of the above applies, unless explicitly agreed otherwise.

Article 3 Quotes

Quotes of "the SDS factory B.V." are based on the information provided by the Client. The Client warrants that he has supplied all necessary information required for the planning and performance of the research. "the SDS factory B.V." will perform the consultancy services to the best of its knowledge and ability, and in accordance with the requirements of good craftsmanship. These obligations are "obligations of effort", because the achievement of the desired result cannot be guaranteed. The quotes provided by "the SDS factory B.V." are valid for a fixed period of time, as indicated in the quote. If no validity period is indicated in the quote, the validity period is sixty days.

Article 4 Conclusion of an Assignment

As long as it is not evident in any other way that "the SDS factory B.V." has accepted an Assignment (in which case these General Terms and Conditions shall also apply), the Client should assume that an Assignment order has led to an Agreement only if the Client has accepted a quote of "the SDS factory B.V." in writing and within the period of validity, or if "the SDS factory B.V." has confirmed in writing an Assignment issued by the Client in any other way.

Article 5 Rescinding, Interruption, Delay or Extension of the Assignment

1. The Client will remunerate all costs and damages to "the SDS factory B.V." that are a direct result of the rescinding or interruption of an Assignment, if and insofar as the cause of the interruption cannot be attributed to "the SDS factory B.V.". These costs and damages shall be at least 25% of the agreed amount or expected project turnover (cost-plus basis) without prejudice to the obligation of the Client to pay compensation for the loss actually incurred in full insofar as this exceeds the said sum.

2. If an interruption exceeds 6 months, "the SDS factory B.V." have the right to consider the Assignment as rescinded. The date of the notice of interruption of the Client is the start date of the interruption, or, if no such notice exists, the date of the letter in which "the SDS factory B.V." notifies the Client that an interruption has been detected.

3. If there is a delay or extension of the activities related to the Assignment, "the SDS factory B.V." has the right to charge any extra costs, if the delay or extension cannot be attributed to "the SDS factory B.V." staff or persons working on behalf of "the SDS factory B.V."

Article 6 Provision of Information, Personnel and Workspace by the Client

To enable "the SDS factory B.V." to perform the Assignment to the best of its abilities and according to the time schedule, the Client will provide all documents and data that "the SDS factory B.V." requires in a timely manner. This also applies to the provision of the Client's personnel who are (or will be) involved in the activities of "the SDS factory B.V.". The Client will provide a workspace, telephone line and, if required, a fax and data network connection, free of charge, if "the SDS factory B.V." requests such.

Article 7 Personnel

1. "the SDS factory B.V." may change the composition of the consultancy team, in consultation with the Client, if the Agency believes that this is necessary for the performance of the Assignment. The change may not compromise the quality of the consultancy services, nor have a negative influence on the continuity of the Assignment.

A change of the consultancy team can also take place on the request of the Client, in consultation with "the SDS factory B.V."

2. Neither party may offer employment to, or negotiate employment with personnel of the other party during execution of the Assignment or within one year after completion of the Assignment, unless in consultation with the other party.

Article 8 Remuneration

1. "the SDS factory B.V." offers its services for: a. an amount to be determined based on tariffs (cost-plus basis) after completion of the services, or parts thereof. In

this case, "the SDS factory B.V." will provide the Client with the budget without obligation on request based on the expected results.

and/or b. an amount to be agreed prior to the provision of services (agreed amount).

2. VAT will be added to the remunerations mentioned in section 1 and are based on the performance of services under normal conditions.

3. Unless stated otherwise, the remunerations mentioned in section 1 do not include travel and accommodation costs, long-term secondment of personnel, costs for services provided by third parties, or other costs to be charged separately, such as costs related to third party services for the support of the Assignment that are not included in the Assignment; the latter costs must be paid directly to those third parties by the Client. "the SDS factory B.V." will notify the Client in a timely manner of any costs incurred as under the above section that are necessary in order to perform the Assignment to the best of its abilities, and will draw up, at the request of the Client, a non-binding budget with regard to those costs that will be as accurate as possible; if "the SDS factory B.V." fails to notify the Client in a timely manner, the Client will not have the right to withhold payment. In addition, "the SDS factory B.V." will indicate which of the two options mentioned in the first section applies to the costs mentioned in this section.

4. Travel time will be considered to be included in the performance of the Assignment, unless agreed otherwise.

5. Any services provided on a cost-plus basis will be charged in retrospect at the tariffs then current. For the other services, the parties will explicitly agree on the method of payment.

6. The tariffs may be changed once a year without notice. Changes to the tariffs will apply from the first of the month following their announcement, or later as announced by "the SDS factory B.V."

7. When a sum has been agreed (the "agreed sum") for an Assignment, of which one or more instalments are due more than a year after the date on which the Agreement was concluded, "the SDS factory B.V." has the right to recalculate the instalments that expire after a period of one year according to the tariffs then current.

Article 9 Results

1. A Result comprises knowledge provided to the Client by "the SDS factory B.V." with regard to the services to which these General Terms and Conditions apply, regardless of the physical form of the Result (report, drawing, calculation, model, programming, etc.). Models, techniques, instruments, including software, that have been used for the performance of the Assignment and have been included in the Consultancy or Research Result are, and will remain, the property of "the SDS factory B.V.". Publication of any of the above can therefore only take place with prior permission of "the SDS factory B.V."

2. The Client has the right to copy documents for use within their organisation, insofar as is relevant for the purpose of the Assignment. The above also applies in case of premature termination of the Assignment.

3. The Client has the right to use a Result without further charges within the context of their corporate management, on the understanding that:

a. "the SDS factory B.V." will retain the intellectual and industrial property rights at all times, barring third party rights.

b. "the SDS factory B.V." can decide that a Result should be considered confidential, as described under these General Terms and Conditions.

c. The Client will not publish the total Results of an Assignment other than as a total, without the written permission of "the SDS factory B.V."

d. If the Client publishes a Result for recruitment purposes or otherwise, within the limits as indicated in these General Terms and Conditions, "the SDS factory B.V." must be presented as the producer, however not in such a manner that may damage the reputation and/or independent position of "the SDS factory B.V."

e. "the SDS factory B.V." reserves the right to use a Result, or allow a Result to be used for the purposes of its corporate management or for the use of third parties, insofar as this is within the limits of confidentiality as set out in Article 8.

f. "the SDS factory B.V." can withdraw the right to use the Result if the Client is in default and has been sent a notice of default. In order to protect its reputation, "the SDS factory B.V." may take measures to prevent unauthorised use.

4. The Client has the right to demand progress reports by "the SDS factory B.V." at reasonable time intervals. Insofar as the Agreement does not cover such costs, "the SDS factory B.V." may charge the costs of such reports to the Client according to the current tariffs.

Article 10 Confidentiality

1. "the SDS factory B.V." will consider as confidential:

a. All data it receives from the (prospective) Client, or attains through any other means, with regard to a quote or an Assignment and of which the confidentiality is beyond doubt or can reasonably be expected to be acknowledged by "the SDS factory B.V."

b. Results, as mentioned in Article 9, section 1. Confidentiality does not apply, without prejudice to Article 9, section 3, to Results which:

i. Have a general character, meaning they do not relate specifically to the corporate management and/or activities of the Client, or

ii. Are in the public domain without any action of "the SDS factory B.V.", or

iii. Were already in the possession of "the SDS factory B.V.", or

iv. Have been rightfully acquired by "the SDS factory B.V." from a third party, or

v. Are indicated as non-confidential in consultation with the Client.

2. The Client will consider the following confidential: corporate information regarding "the SDS factory B.V." of which the confidentiality is in no doubt, or can reasonably be assumed to be acknowledged by the Client.

Article 11 Publications

"the SDS factory B.V." has the right to publish non-confidential information with regard to services provided under the Agreement.

Article 12 Warranty on Delivered Services

Insofar as not agreed otherwise, "the SDS factory B.V." will guarantee any goods delivered by the Agency that are not services for a period equal to that of the manufacturer of the goods, with regard to the efficiency of the design and the quality of the materials used. If a third party from whom "the SDS factory B.V." acquires the goods, in full or in part, applies a shorter warranty, "the SDS factory B.V." will adjust its warranty towards the Client accordingly. "the SDS factory B.V." is not obliged to provide any other warranty with regard to the delivery. The obligation of "the SDS factory B.V." under this warranty is limited to the repair or replacement of the faulty good, or restitution of the paid amount, to be determined by "the SDS factory B.V.". The above is without prejudice to Articles 13 and 15.

Article 13 Third Party Services

1. If and insofar as this is deemed necessary for a correct and timely performance of the Assignment by "the SDS factory B.V.", the Agency has the right to employ third parties to provide the services.

2. "the SDS factory B.V." will be accountable for any data regarded by third parties, without prejudice to Article 13, unless explicitly indicated otherwise by the Agency;

"the SDS factory B.V." will also be accountable for any services provided by third parties under its management.

Article 14 Liability

1. "the SDS factory B.V." is only liable to pay damages to the Client, if the Client can demonstrate that the damage is a direct result of unnecessary gross – and therefore imputable – neglect on the part of "the SDS factory B.V.", employees of "the SDS factory B.V.", or persons whose services "the SDS factory B.V." employs and for whom "the SDS factory B.V." is responsible. "the SDS factory B.V." is not liable for indirect loss including consequential loss, loss of profits and so forth.

2. Should "the SDS factory B.V." be liable despite the aforesaid limitation of liability, then such liability is limited to the sum paid out in the relevant case under its commercial liability insurance plus any excess under such policy. A further limitation of the liability applies to Assignments with a running time longer than six months, namely to a maximum of the declared amount over the last six months.

3. If "the SDS factory B.V." is liable despite the aforesaid limitation of liability and, for whatever reason, no payment is made under the commercial liability insurance, then the liability of "the SDS factory B.V." is limited to the fee that "the SDS factory B.V." has received for such Assignment.

4. If an Assignment relates to more than one object, the limitation of the liability is only determined by that part of the outstanding remuneration that directly relates to the object to which damages have occurred.

5. Despite "the SDS factory B.V."s commitment to carefulness and the related stipulation in the first section, "the SDS factory B.V." does not guarantee that the Results and services delivered by the Agency do not (cannot) result in an infringement of rights of third parties, including intellectual property rights and industrial property.

6. All liability to pay damages of "the SDS factory B.V." will become void if the Client does not notify "the SDS factory B.V." in writing of the service to which the damages relate within one year of the date of the invoice, specifying the nature of the claim.

7. The Client will safeguard "the SDS factory B.V." from claims by third parties with regard to payment of damages that result from, or are in relation to, services provided for the Client to which the General Terms and Conditions apply. Third parties in this context also include employees of the Client and persons hired by the Client to help with the performance of its activities.

8. If the Client transfers the risks associated with the execution of the Results through insurance, the Client is obliged to safeguard "the SDS factory B.V." from the consequences of any right of recourse exerted by the insurance company.

9. The limitations of the liability to pay damages of the Client in this Article also apply to employees and to "the SDS factory B.V.", as well as to third parties employed by "the SDS factory B.V." in support of the execution of the Agreement and for whom "the SDS factory B.V." is responsible.

10. The Client should itself determine whether the Results and/or goods supplied by "the SDS factory B.V." are in accordance with the current statutory regulations and commercial norms in the country/location of the Client in terms of form and content.

Article 15 Force Majeure

1. Without prejudice to the stipulations in these General Terms and Conditions, "the SDS factory B.V." can never be held liable if the Agency cannot fulfil its obligations under the Agreement, or cannot fulfil these in time, as a result of force majeure; as such are considered all circumstances which prevent the normal performance of activities, such as circumstances of war, fire and other destruction, company failures in whatever form, government measures, and other circumstances outside the control of "the SDS factory B.V."

2. If third parties on which "the SDS factory B.V." is dependent in the performance of the Assignment, do not fulfil their obligations, or do not fulfil them in time, due to circumstances that are considered force majeure under section 1 of this Article, this will also be considered force majeure for "the SDS factory B.V." with respect to the Client.

3. In the event of force majeure "the SDS factory B.V." is entitled to terminate all or any part of the Agreement with the Client, without thereby incurring any liability for compensation.

Article 16 Payment

1. All invoices from "the SDS factory B.V." should be paid in full, without any suspension, discount or set-off, within 30 days of the date of the invoice, unless agreed otherwise.

2. Any issues raised with regard to an invoice, which must be communicated within eight days of the date of invoice, do not postpone the obligation to pay.

3. If the Client does not make the payment within the stated payment term, the Client will be legally in default from the day after the term expires, without the requirement of a notice of default or letter of demand on the part of "the SDS factory B.V.". The Client will be liable to pay interest on the outstanding amount of 0.75% per month from the date of expiry to the date of payment in full.

4. In the case that "the SDS factory B.V." takes action with regard to collection of the outstanding amount or to its other rights with respect to the Client, the Client will be liable to pay any costs incurred by "the SDS factory B.V." resulting from such action. These costs include all charges payable to third parties employed with regard to such actions and any costs that "the SDS factory B.V." incurs within its organisation and which can reasonably be attributed, in full or in part, to such action. In the case that "the SDS factory B.V." proceeds with collection of the outstanding amounts, the Agency can choose whether the costs will be charged to the Client (specified), or whether the costs will be determined at 15% of the outstanding amounts.

Article 17 Termination of the Agreement

Without prejudice to the previous Articles, the Client will be in default if the Client does not fulfil the obligations under this Agreement, or does not fulfil the obligations in time, despite proper notice of default. In such case "the SDS factory B.V." has the right to suspend the execution of the Agreement without judicial intervention, or to terminate the Agreement in full or in part without liability to pay any damages, but without prejudice to the right to damages as a result of the default and the suspension or termination. In such cases, all claims by "the SDS factory B.V."

from the Client are payable immediately. In the case of bankruptcy, suspension of payment, liquidation, or wardship of the Client, the Client will be legally in default; in that case, "the SDS factory B.V." has the right to terminate the Agreement, in full or in part, under the same conditions as mentioned above, without the requirement of a notice of default or judicial intervention.

Article 18 Settlement of Disputes and Applicable Law

1. All disputes, including those that are considered a dispute only by one of the parties, will be brought before the court with competent jurisdiction for Limburg, unless any mandatory rule of law specifies otherwise court, and subject to the right to appeal.

2. All offers, invitations to treat, and Agreements with "the SDS factory B.V." and the rights and obligations arising thereunder, are governed by Dutch law.

Register of Companies

These General Terms and Conditions have been submitted to the Register of Companies of the Chamber of Commerce and Industry of Maastricht under number 58738908. Registration with the Register of Companies of the Chamber of Commerce and Industry in Maastricht under number 58738908.

"de VIB fabriek B.V." / "the SDS factory B.V."
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